

R E M A R K S

- Claims **15, 18, 26-32, and 34-42** are pending (18 claims)
- Claims **15, 18, and 35-37** are the only independent claims (5 independent claims)
- Claims **15, 18, 26-32, and 34-42** stand rejected

A. RCE

This Response is being filed in response to a Final Office Action mailed January 6, 2005. A Request for Continued Examination (RCE), along with the appropriate fee, is being filed concurrently to ensure consideration of these remarks.

A Notice of Appeal was filed on April 11, 2005. Given the obvious deficiencies in the Final Office Action and the corresponding likelihood that the Examiner would have re-opened prosecution in response to an Appeal Brief, we have elected to forego filing an Appeal Brief at this time.

B. Section 102(b) Rejections

The Examiner rejects all of the pending claims (Claims 15, 18, 26-32, and 34-42) as being anticipated by Nair et al. (U.S. Patent No. 5,479,530) ("Nair").

We do not agree that Nair is substantial evidence that the specific combination of limitations of every pending claim was known at the time of invention. Accordingly, we submit that the Examiner has failed to establish a prima facie case of anticipation for any pending claim. The Section 102(b) rejections of Claims 15, 18, 26-32, and 34-42 based on Nair should be withdrawn.

The Examiner does not even address any of the specific features of Claim 35, but refers to Claim 35 as if it had been rejected under "the same rationale" as Claims 15 and 18. [Office Action, page 5]. Claim 35 recites features including

receiving a credit card number from a customer as payment for the transaction,

in which the credit card number is for use only one time, and

in which the credit card number is for use in place of an account number that identifies a credit card account; and

transmitting the credit card number for authorization of the transaction.

The Examiner does not even attempt to explain how Nair teaches a credit card number that is for use only one time, much less using such a credit card number as payment for a transaction, much less transmitting that type of credit card number for authorization of a transaction. The specific portions of Nair cited by the Examiner do not appear to have anything to do with a credit card number for use only one time. We submit that Nair is not substantial evidence that such features were known. The Section 102(b) rejection of Claim 35 should be withdrawn.

The Examiner does not even address any of the specific features of Claim 36, but inappropriately relies on a finding that all of Claims 36-42 “disclose the same inventive concept as claims 15, 18, 26-35.” We note that the Examiner must address each of the specific limitations of every claim, and cannot simply dismiss different claims as being somehow directed to an “inventive concept,” whatever that term means. Claim 36 recites features including

- receiving a single-use credit card number from a cardholder,
- in which the single-use credit card number is for use only one time, and
- in which the credit card number is for use in place of an account number that identifies the cardholder; and

after receiving the single-use credit card number from the cardholder, transmitting the single-use credit card number and the transaction amount to a credit card issuer for authorization of the transaction.

The Examiner does not even attempt to explain how Nair teaches a single-use credit card number that is for use only one time, much less in which the credit card number is for use in place of an account number that identifies the cardholder, much less transmitting that single-use credit card number for authorization of a transaction. The specific portions of Nair cited by the Examiner do not appear to have anything to do with a single-use credit card number for use only one time. We submit that Nair is not substantial evidence that such features were known. The Section 102(b) rejection of Claim 36 should be withdrawn.

The Examiner does not even address any of the specific features of Claim 37, but inappropriately relies on a finding that all of Claims 36-42 “disclose the same inventive concept as claims 15, 18, 26-35.” We note that the Examiner must address each of the specific limitations of every claim, and cannot simply dismiss different claims as being somehow directed to an “inventive concept,” whatever that term means. Claim 37 recites features including

- receiving, at a terminal of a merchant, a single-use credit card number,
- in which the single-use credit card number is for use only one time, and

in which the credit card number is for use in place of an account number that identifies a credit card account; and

after receiving the single-use credit card number at the terminal, transmitting, from the terminal, the single-use credit card number and the amount of the purchase to a credit card issuer for authorization of the purchase.

The Examiner does not even attempt to explain how Nair teaches a single-use credit card number that is for use only one time, much less in which the credit card number is for use in place of an account number that identifies a credit card account, much transmitting that single-use credit card number to a credit card issuer for authorization of a purchase. The specific portions of Nair cited by the Examiner do not appear to have anything to do with a single-use credit card number for use only one time. We submit that Nair is not substantial evidence that such features were known. The Section 102(b) rejection of Claim 37 (and dependent Claims 38-42) should be withdrawn.

Claim 15 recites transmitting an account identifier that is a single-use account identifier specific to a transaction to a central credit card processing system maintained by a credit card issuer for verification. The Examiner does not even attempt to explain how Nair teaches a single-use account identifier that is specific to a transaction, much less transmitting such an identifier to a central credit card processing system maintained by a credit card issuer. The specific portions of Nair cited by the Examiner do not appear to have anything to do with a single-use account identifier or an account identifier specific to a transaction. We submit that Nair is not substantial evidence that such features were known. The Section 102(b) rejection of Claim 15 should be withdrawn.

Claim 18 recites transmitting a second account identifier that is an account identifier for use in place of a first account identifier and is specific to the transaction to a central credit card processing system for verification thereof. The Examiner does not even attempt to explain how Nair teaches an account identifier that is specific to a transaction and for use in place of a first account identifier, much less transmitting such an identifier to a central credit card processing system for verification. The specific portions of Nair cited by the Examiner do not appear to have anything to do with an account identifier specific to a transaction. We submit that Nair is not substantial evidence that such features were known. The Section 102(b) rejection of Claim 18 (and Claims 26-32 and 34) should be withdrawn.

Claim 34 recites wherein the second account identifier comprises a sixteen-digit identifier. The Examiner does not even attempt to explain how Nair teaches a

sixteen-digit identifier. The specific portions of Nair cited by the Examiner do not appear to teach a sixteen-digit identifier. We submit that Nair is not substantial evidence that an account identifier of exactly sixteen digits and is specific to a transaction and for use in place of a first account identifier was known. The Section 102(b) rejection of Claim 34 should be withdrawn.

Accordingly, the Examiner has failed to establish a prima facie case of anticipation of any claim based on substantial evidence of record. Nair cannot support the Examiner's assertion that all of the subject matter of any claim was known. All of the Section 102(b) rejections should be withdrawn.

C. Conclusion

It is submitted that all of the claims are in condition for allowance. The Examiner's early re-examination and reconsideration are respectfully requested.


Please charge any fees that may be required for this Amendment to Deposit Account No. 50-0271. Furthermore, should an extension of time be required, please grant any extension of time which may be required to make this Amendment timely, and please charge any fee for such an extension to Deposit Account No. 50-0271.

If the Examiner has any questions regarding this amendment or the present application, the Examiner is cordially requested to contact Michael Downs at telephone number (203) 461-7292 or via electronic mail at mdowns@walkerdigital.com.

Respectfully submitted,

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Date



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